

DECATUR PUBLIC SCHOOL DISTRICT #61  
BOARD OF EDUCATION AGENDA

Open Session Meeting  
Keil Administration Building  
101 W. Cerro Gordo Street  
Decatur, IL 62523

December 27, 2022  
8:00 AM Special Open Session Meeting

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Legend: AI = Action Item      DI = Discussion Item      IO = Information Only

**Strategic Plan Mission:**

*The mission of Decatur Public Schools, the destination district of our community, is to unlock students' unique and limitless potential to achieve their personal aspirations as fully prepared, contributing citizens in a global society through learning experiences distinguished by:*

- *commitment to the whole person resulting in student growth and confidence*
- *relevant, innovative, personalized academic pathways that promote passion and pride*
- *a learning environment that fosters curiosity and the thirst for achievement and discovery*
- *a culture of diversity, adaptability, and resilience*
- *meaningful and lasting relationships*
- *extraordinary school and community connections*

**The Board of Education Parameters that Guide Our Work:**

- We will make decisions in the best interest of all students.
- We will treat all people with dignity and respect.
- We will seek input and collaboration throughout our diverse community.
- We will practice responsible stewardship of all our resources.

**IO 1.0 CALL TO ORDER – OPEN SESSION MEETING**

Roll Call

**IO 2.0 PLEDGE OF ALLEGIANCE**

**AI 3.0 APPROVAL OF AGENDA, DECEMBER 27, 2022**

**IO 4.0 PUBLIC PARTICIPATION**

- Identify oneself and be brief.
- Comments should be limited to 3 minutes.
- Any public comments submitted to the Board Secretary will be included in the record.

**AI 5.0 ROLL CALL ACTION ITEM**

A. Approval of Intergovernmental Agreement and Adoption of Resolution between the City of Decatur, Illinois and Decatur Public Schools District 61

**DI 6.0 BOARD DISCUSSION**

**IO 7.0 IMPORTANT DATES**

**December**

19 – 30 **No School for Students, Holiday and Winter Break**

**January** 02 **New Year’s Holiday Observed**

- **No School and All District Offices are Closed**
- District Offices will Re-open on January 03, 2023

03 **Teacher Work Day and No School for All Students**

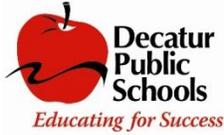
04 **Full Day of School for All Students**

06 **Report Card Distribution**

**NEXT MEETING**

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, January 10, 2023, at the Keil Administration Building.

**AI 8.0 ADJOURNMENT**



## Board of Education Decatur Public Schools District #61

<b>Date:</b> December 27, 2022	<b>Subject:</b> Intergovernmental Agreement between the City of Decatur, Illinois and Decatur Public Schools District 61
<b>Initiated By:</b> Dr. Mike Curry, Chief Operational Officer	<b>Attachments:</b> <ul style="list-style-type: none"> <li>• Intergovernmental Agreement (IGA)</li> <li>• Resolution regarding the IGA</li> </ul>
<b>Reviewed By:</b> Board President Andrew Taylor, Legal Counsel and Dr. Rochelle Clark, Superintendent	

**BACKGROUND INFORMATION:**

The city of Decatur has filed an action in the Circuit Court of the Sixth Judicial Circuit seeking the demolition of the structure located at 1140 West Sunset (formally known as Woodrow Wilson Elementary School) alleging it is a dangerous and unsafe structure. The City Council of the City of Decatur has determined that once the structures have been demolished, said real estate is unnecessary for the uses of City;

**CURRENT CONSIDERATIONS:**

The District will purchase the property after demolition. As the purchase price for Property, the District agrees to reimburse and pay the City fifty percent (50%) of the total costs incurred by the City to demolish the structure located at 1140 West Sunset Avenue, Decatur, Illinois

**FINANCIAL CONSIDERATIONS:**

This will be a “payment to other governments” budget expense.

**STAFF RECOMMENDATION:**

The Administration respectfully requests that the Board of Education approve the Intergovernmental Agreement (IGA) and adopt the Resolution between the City of Decatur, IL and Decatur Public Schools District 61 regarding Woodrow Wilson as presented.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

**BOARD ACTION:** \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DECATUR,  
ILLINOIS AND DECATUR PUBLIC SCHOOLS, DISTRICT 61**

THIS INTERGOVERNMENTAL AGREEMENT, entered into between the Board of Education of Decatur Public School District No. 61 (hereinafter “District” or “School District”), and the City of Decatur, Decatur, Illinois, an Illinois municipal corporation (hereinafter “City”);

**WHEREAS**, the District is the former owner of tracts of real estate, generally described as 1140 West Sunset Avenue, Decatur, Illinois as shown on the map attached hereto as Exhibit A and incorporated herein by reference, and more particularly described as follows:

Parcel I: Beginning at a point 301 feet East of the Southwest corner of Simpson’s Second Addition to the City of Decatur, Illinois, as per Plat recorded in Book 149, page 448 of the Records in the Recorder’s Office of Macon County, Illinois, thence East upon and along the South line of said Simpson’s Second Addition to the West line of South Oakland Avenue, thence South upon and along the West line of South Oakland Avenue to the North line of St. Louis Avenue (now known as Sunset Avenue), thence Southwesterly upon and along the North line of St. Louis Avenue (now known as Sunset Avenue) to a point directly South of the place of beginning, thence North to the place of beginning, all in Section 16, Township 16 North Range 2 East of the 3<sup>rd</sup> P.M., (Except coal and all other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals.)

Parcel II: Beginning at a point 241 feet East of an iron pin at the Southwest corner of Simpson’s Second Addition to the City of Decatur, as per Plat recorded in Book 149, page 448 of the Records in the Recorder’s Office of Macon County, Illinois, thence South 249 feet to the North line of St. Louis Avenue, thence Northeasterly along the North line of said St. Louis Avenue to a point directly South of a point 60 feet East of the point of beginning, thence North 233 feet to the South line of an alley immediately South of Block Three (3) of Simpson’s Second Addition to the City of Decatur, thence West 60 feet to the place of beginning. (Except coal and all other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals.)

Parcel III: Beginning at an iron pin 14 feet South and 14 feet West of the Southwest corner of Lot Fifteen (15) in Block Three (3) of Simpson’s Second Addition to the City of Decatur, as per Plat recorded in Book 149, page 448 of the Records in the Recorder’s Office of Macon County, Illinois, thence South 108.6 feet more or less to the North line of Isbell’s Addition to the City of Decatur, as per Plat recorded in Book 300, page 37 of the Records in the Recorder’s Office of Macon

County, Illinois, thence East 241 feet, thence North 108.9 feet to the South line of alley immediately South of Block Three (3) of said Simpson's Second Addition, thence West to the place of beginning. (Except coal and all other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals.)

on which is located a former school building and school site, last commonly known and used as Woodrow Wilson School that has been permanently removed from the District's building inventory (hereinafter "Property"); and,

**WHEREAS**, the City has acquired title to the Property on or about October 2022 through the Macon County Trustee Property Auction; and,

**WHEREAS**, the City has a judgment from the Circuit Court of the Sixth Judicial Circuit authorizing the demolition of the structure located at 1140 West Sunset finding it is a dangerous and unsafe structure, that the Property is beyond reasonable repair and that the estimated cost to repair the structure on the Property is greater than the fair market value of the structure on the Property; and,

**WHEREAS**, the District is desirous of assisting the City with the potential financial expense of the demolition of the structure located at 1140 West Sunset; and,

**WHEREAS**, the parties have agreed upon mutually agreeable terms and conditions relating to the demolition of the structure located at 1140 West Sunset, and the parties wish to reflect their agreement in writing;

**WHEREAS**, upon the City's demolition of the structures presently upon said real estate, the District desires to acquire said real estate, and has adopted a Resolution declaring that it is necessary or convenient for it to use, occupy or improve City's real estate for school purposes; and

**WHEREAS**, the City Council of City has determined that once the structures have been demolished, said real estate is unnecessary for the uses of City; and

**WHEREAS**, it is in the public interest to maximize the efficient use of District and City properties; and

**WHEREAS**, District and City have the authority to enter this Agreement in the manner set forth herein pursuant to Section 10 of Article VII of the Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et. Seq.), and the Illinois Local Government Property Transfer Act (50 ILCS 605/1 et. Seq.).

**NOW, THEREFORE**, in consideration of the premises, which are hereby incorporated hereinafter by reference, and the agreements, covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The parties hereby find that all of the recitals contained in the preambles to this Agreement are full, true and correct and do incorporate them into this Agreement by this reference.

2. **Purchase Price.** As the purchase price for Property, District agrees to reimburse and pay the City fifty percent (50%) of the total costs incurred by the City to demolish the structure located at 1140 West Sunset Avenue, Decatur, Illinois. Total costs shall include, but not be limited to, actual cost of demolition, fees for permits, environmental remediation costs, outstanding taxes and assessments (if any), and court costs. The purchase price minus any credits allowed Buyer under this Agreement, shall be paid at closing.

2.1. **Cost Contingency.** Prior to awarding any final contracts for demolition, asbestos removal, or other contracts associated with the demolition and removal of Woodrow Wilson School, and the clearing of the site, City shall give notice to District of the terms of said contracts, and shall provide any other updated information related to total costs. Each party (District, through its Superintendent, and City, through its City Manager) shall have seven (7) days from City's notice to elect to delay the awarding of any final contracts. If an election to delay is issued by either party, the parties shall have sixty (60) days to explore alternative methods of demolition. If the parties are unable to reach a written agreement on alternative methods of demolition, this Agreement shall terminate.

3. **Condition of Property.** District warrants that, subject to the demolition occurring, it has inspected said Property, and is acquainted with the condition thereof, and District accepts the same in its present, "As Is" condition. CITY DISCLAIMS ALL WARRANTIES AS TO CONDITION, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF HABITABILITY AND FITNESS, AND SELL SAID PROPERTY IN "AS IS" CONDITION.

4. **Deed of Conveyance.** City shall execute and deliver to District at closing a Quitclaim Deed to Property.

5. **Evidence of Title.** (a) Within a reasonable time prior to closing, City shall provide to District as evidence of title a Commitment for Title Insurance issued by a Title Insurance Company regularly doing business in Macon County, committing the Company to issue a Policy of Title Insurance in the usual form, insuring title to Property, subject only to the permissible exceptions to title set forth below, in the amount of the Purchase Price.

(b) Permissible exceptions to title shall include only the lien of current general taxes; zoning laws and building ordinances; easements of record, which do not underlie or restrict the improvements intended by District or unreasonably interfere with the quiet enjoyment of said real estate; covenants and restrictions of record, which will not be violated by District's intended use of said real estate for school facilities; rights of the public, the State of Illinois, the County, the Township and the City in and to any part of the premises taken, used or dedicated for roads, streets or highways; rights of any drainage district of which the property is a part to assess the property from time to time; existing mortgages, if any, which shall be removed at or prior to closing; and any other standard exceptions customarily included in Title Insurance Policies issued in the County within which said real estate is located.

(c) Within a reasonable time after receipt of the evidence of title, District shall point out in writing to City any unpermitted exceptions to title which appears therein, and unless so pointed out, the evidence of title shall be conclusively presumed to be accepted by District. City shall have a reasonable time to cure any unpermitted exception of which District gives notice. City shall have the right to cure any such exception which may be removed by the payment of money by deducting the amount of such payment from the Purchase Price at the time of closing. If City is unable to cure any such exceptions and is unable to procure a Title Policy insuring over such exceptions, then District shall have the option of terminating this Contract, or of accepting title subject to such exceptions and proceeding to close without any reduction in the Purchase Price, in which case such exceptions shall be deemed permissible exceptions to title.

(d) The evidence of title, including the cost of an Owner's Policy Of Title Insurance in the full amount of the Purchase Price, issued by the Company making the Title Insurance Commitment, shall be at the sole expense of City, except that District shall pay the buyer's customary share of search charges in connection with the issuance of the Title Policy.

6. **Possession and Closing.** City shall deliver possession of Property to District concurrently with the closing of this transaction, which shall be held on a mutually agreeable date, time and place following the demolition of Property, or within thirty (30) days written request by the City, provided said request is issued after the completion of demolition . If the closing is held at the offices of the title insurer, the parties shall split the closing fee.

7. **Time of the Essence.** Time for the performance of the obligations of the parties is of the essence of this Agreement.

8. **Brokerage Disclosure.** The parties warrant to each other that no real estate agent, agency, firm or person is involved in this transaction to which any commission or finder's fee could be owing from them.

9. **Assignments and Succession of Obligations.** All terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective agents, representatives, officers, assigns, successors and transferees. All warranties and agreements contained herein shall survive closing and remain binding on the parties.

10. **Severability.** If any provisions or subpart of this Agreement is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Agreement, and all other provisions and subparts shall remain in full force and effect.

11 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the formation of an Intergovernmental Agreement between the City of Decatur and the District. Any representations promises or statements not set forth in this Agreement are of no force and effect and have not been relied upon.

12. **Amendment.** This Agreement may only be amended by a written instrument signed by each party hereto.

13. **Notice.** Any written notices required by this Agreement shall be delivered to each party via first class mail at the following address:

City of Decatur  
Attn: City Manager  
#1 Gary K. Anderson Plaza  
Decatur, IL 62523

Decatur Public School District 61  
Attn: Superintendent  
101 W. Cerro Gordo Street  
Decatur, IL 62523

14. **Counterparts.** This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto has signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the Agreement as fully as if all of the parties shall have signed a single document.

DATED at Decatur, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF DECATUR, ILLINOIS

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

DECATUR PUBLIC SCHOOLS, DISTRICT 61

\_\_\_\_\_  
BOARD PRESIDENT

\_\_\_\_\_  
SECRETARY TO THE BOARD

**RESOLUTION AUTHORIZING AND DIRECTING  
THE TRANSFER OF REAL ESTATE BETWEEN THE  
CITY OF DECATUR AND THE SCHOOL DISTRICT**

**WHEREAS**, the City of Decatur, Decatur, Illinois, (“the City”) holds title to a parcel of property commonly known as “Woodrow Wilson School”, 1140 West Sunset Avenue, Decatur, Illinois 1617 Lakeland Blvd, Mattoon, Illinois 61938, (hereinafter “said real estate”); and

**WHEREAS**, the City has determined that it is no longer necessary or convenient, or in the public interest to own, maintain and/or use said real estate; and

**WHEREAS**, the Board of Education of Decatur Public School District, No 61, an Illinois public school district (“the District”) desires to acquire said real estate, finds that it is necessary and convenient for it to use, occupy or improve City’s real estate for school purposes, and has agreed to accept the same; and

**WHEREAS**, the City is a “municipality” as defined by the Local Government Property Transfer Act, 50 ILCS 605/1 (hereinafter, “the Act”) and is authorized by the Act to convey real estate to the District; and

**WHEREAS**, the District is a “municipality” as defined by the Act, and is authorized by the Act to receive real estate from the City; and

**NOW, THEREFORE, Be It And It Is Hereby Resolved** by the Board of Education of Decatur Public School District No. 61 as follows:

**Section 1. Incorporation of Recitals.** The Board hereby finds that all of the recitals contained in the preambles to this resolution are full, true and correct and does incorporate them into this resolution by this reference.

**Section 2. Conveyance.** Upon the adoption of this Resolution, the President and Secretary of the Board of Education and/or the District Superintendent are hereby authorized and directed to execute an Intergovernmental Agreement by and between the Board of Education and

the City providing for the transfer of the real estate described herein in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein, and to execute such other documents and instruments as may be necessary and convenient in order to document, confirm and consummate said transfer.

**Section 3. Effective Date.** This Resolution shall be effective forthwith upon its adoption by the members of the Board of Education.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022, by the following roll-call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**DECATUR PUBLIC SCHOOL  
DISTRICT NO. 61**

By: \_\_\_\_\_  
**President, Board of Education**

**ATTEST:**

\_\_\_\_\_  
**Secretary, Board of Education**

**CERTIFICATION**

I, Secretary of the Board of Education of Decatur Public School District No. 61, do hereby certify that the foregoing Resolution was adopted at a \_\_\_\_\_ meeting of the Board of Education \_\_\_\_\_, 2022, by the following roll-call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Secretary, Board of Education